

CONTRACT CHANGE ORDER

Change Requested by: Engineer

CCO: 352 Suppl. No. 0 Contract No. 04 - 0120F4 Road SF-80-13.2/13.9 FED. AID LOC.:

To: **AMERICAN BRIDGE/FLUOR ENTERPRISES INC A JOINT VENTURE**

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract.

NOTE: This change order is not effective until approved by the Engineer.

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

Extra Work at Lump Sum:

As directed by the Engineer, revise access and working hours for Certified Coatings' painting operations on the bikepath, due to changes in the character of work after achieving Seismic Safety Opening (SSO).

For this work, the Contractor will receive a lump sum price of \$1,044,313.00. This sum constitutes full and complete compensation for furnishing all labor, material, tools and incidentals including all markups by reason of this change.

Extra Work at Lump Sum..... \$1,044,313.00

Extra Work at Force Account:

As directed by the Engineer, revise access and working hours for Certified Coatings' painting operations on the tower, Orthotropic Box Girder (OBG) deck, OBG interior, and work off the traveler due to changes in the character of work after achieving Seismic Safety Opening (SSO). When working on painting operations in the areas listed below, the following Certified Coatings rates will be applied:

- Tower, a rate of \$187.11 per Painter Day will be paid.
- Westbound OBG deck and painting work using the traveler, a rate of \$233.89 per Painter Day will be paid.
- Eastbound OBG deck and OBG interior, a rate of \$280.67 per Painter Day will be paid.

A Painter Day is defined as one painter per day

Labor, equipment and material authorized by the Engineer, as necessary, will be paid in accordance with the provisions of Section 4-1.03D, "Extra Work" of the Standard Specifications and Section 5-1.24, "Force Account Payment" of the Special Provisions.

Estimated Cost of Extra Work at Force Account \$1,425,687.00

Consideration of a time adjustment will be deferred until completion of the work specified herein. Determination of a commensurate time adjustment will be made in accordance with Section 10-1.13, "PROGRESS SCHEDULE (CRITICAL PATH METHOD)" and Section 10-1.14, "TIME-RELATED OVERHEAD" of the Special Provisions, as well as Section 8-1.07, "LIQUIDATED DAMAGES", of the Standard Specifications.

Estimated Cost: Increase ☒ Decrease ☐ \$2,470,000.00

By reason of this order the time of completion will be adjusted as follows: Deferred

Submitted by

Signature

Supervising Transportation Engineer

William Casey, Supervising T.E.

Date 2-13-14

Approval Recommended by

Signature

Program Manager

Tony Anziano, Program Manager

Date 2/13/14

Engineer Approval by

Signature

Program Manager

Tony Anziano, Program Manager

Date 2/24/14

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Contractor Acceptance by

Signature

(Print name and title)

BRIAN A. PETERSEN - PROJECT DIRECTOR

Date

19 FEB 14